

DOCUMENT 27

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DuPont Engineering
Barley Mill Plaza - Bldg. 27
4417 Lancaster Pike
Wilmington, DE 19805

December 5, 2005

[REDACTED]

Re: Water Treatment Project


[REDACTED]

On November 17, 2004, E. I. du Pont de Nemours and Company ("DuPont") entered into a Settlement Agreement resolving a class-action lawsuit in the Circuit Court of Wood County, West Virginia, captioned *Jack W. Leach et al. v. E. I. du Pont de Nemours and Company and Lubeck Public Service District*, Case No. 01-C-608. On February 28, 2005, the Circuit Court approved this Settlement Agreement, relevant portions of which are enclosed with this letter.

The Settlement Agreement requires that DuPont offer to certain private well owners water treatment technology or its functional equivalent, to be determined by Dupont, at DuPont's expense, for a period defined by the Settlement Agreement. Based upon information about your private drinking well, you appear to qualify for this benefit of the Settlement Agreement.

Please complete the enclosed questionnaire and return it in the enclosed postage-prepaid envelope by December 21, 2005 to:

Mr. Andrew Hartten
DuPont Corporate Remediation Group
Barley Mill Plaza, Bldg. 27
Lancaster Pike & Rte. 141
Wilmington, DE 19805


December 5, 2005
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Completion of the questionnaire does not obligate you to accept any treatment offered by Dupont under the Settlement Agreement. If you have questions about your rights as class members or other issues related to the settlement, DuPont may not address those questions. For those, you may contact class counsel, Harry G. Deitzler, at 304.345.5667.

Sincerely,



Andrew S. Hartten

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Enclosures

cc: Harry G. Deitzler, Esq.

GAC Filter Installation and Operation Agreement

I (we), _____, the owner(s) (hereafter referred to as "Owner(s)") of the parcel of real estate and improvements located at

_____ (hereafter referred to as the "Property"), consent to have E. I. du Pont de Nemours and Company (hereafter referred to as "DuPont") and its designated contractor(s) enter on to the Property to install a Granular Activated Carbon filter (hereafter referred to as "Filter") and connect it to the water supply line running from the Property's well to the primary living space on the Property. The GAC Filter is a state-of-the-art water treatment technology, as required by the settlement. Owner(s)' consent is contingent upon the conditions provided below. DuPont's fulfillment of the obligations specified in this Agreement is also contingent upon the conditions below.

Condition 1. DuPont will provide at its cost all construction, labor and materials necessary to install the Filter and connect it to the water supply line running from the Property's well to the primary living space on the Property.

Condition 2. Dupont will provide at its cost all labor and materials necessary to restore any damage to improvements on the Property that result from DuPont's work installing the Filter and connecting it to the water supply line. Restoration shall consist of returning all improvements on the Property damaged by DuPont to as near as possible the condition existing on the date that installation and connection activities begin. The Owner(s) agree that in the case of grass that is damaged as part of the construction work, reseeding of the damaged area is acceptable.

Condition 3. DuPont will pay for all operation and maintenance of the Filter, including periodic replacement of the carbon filtering medium, based on quarterly sampling and analysis results. All operation, maintenance and filter replacement will be performed by DuPont's designated contractor(s). DuPont will pay for this operation and maintenance for a period of time determined by the pertinent science, as defined by the Settlement Agreement. Under the Settlement Agreement, an independent Science Panel has been charged with determining whether there is a Probable Link between C-8 exposure and any human disease, as those terms are defined in the Settlement Agreement. DuPont will provide for operation and maintenance of the Filter during the period necessary for the Science Panel to reach its determination. If the Science Panel finds a Probable Link between C-8 and human disease, DuPont will continue to provide for operation and maintenance of the Filter. Even if no such Probable Link is found, DuPont will continue to provide for the operation and maintenance to the extent necessary to meet applicable state or federal regulations governing C-8 concentrations in drinking water supplies. In the absence of such a regulation compelling continued water treatment, if the Science Panel finds no Probable Link between C-8 and human disease, DuPont, at the Owner(s)' request, will implement one of two options. DuPont will either: (1) convey the Filter at no cost to the Owner(s), or (2) pay all expenses to remove the Filter entirely and return the Property to its condition before the equipment's installation.

Condition 4. DuPont will be responsible for personal injury or property damage caused by negligence in the performance of the work described in Conditions 1, 2, and 3 or by malfunction of the Filter. This Condition is subject to the releases contained in the class action settlement agreement and does not affect those releases. DuPont will not be responsible for any damage caused by the Owner(s) negligence.

Condition 5. DuPont and its contractor(s) may have access to the Property during normal business hours (Monday through Friday between 8:00 a.m. and 5:00 p.m) to perform the installation, connection, sampling and any necessary restoration. When DuPont must enter the primary living space, it will seek with the Owner(s) a mutually agreeable time to do so.

Condition 6. Owner(s) grant DuPont the authority to obtain at its cost all necessary federal, state, and county permits for completion of the work described above on behalf of Owner(s) as required.

Condition 7. DuPont's designated contractor(s) will be licensed, bonded and insured.

Owner(s)' consent is provided on this date, _____ by:

Owner(s)' Signature and _____

Owners(s)' Printed Name(s) and _____

Agree by Dupont:

_____, representing E. I. du Pont de Nemours and Company
DuPont Signature

DuPont Printed Name

DuPont Title

EPA 00566 b



DuPont Corporate Remediation Group
Barley Mill Plaza - Bldg. 19
4417 Lancaster Pike
Wilmington, DE 19805

January 12, 2005

[REDACTED]

Re: Water Treatment

[REDACTED]

We understand that you meet the definition of a class member in the class action lawsuit, *Jack W. Leach, et al. v. E. I. du Pont de Nemours and Company and Lubeck Public Service District*, Case No. 01-C-608. As a part of the settlement of that lawsuit, DuPont is offering to install, at no cost to you, a Granular Activated Carbon Filter ("GAC Filter") to remove C-8 (or PFOA/APFO) from your drinking water from your private water source. The GAC Filter is a state-of-the-art water treatment technology, as required by the settlement. We are enclosing a GAC Filter Installation and Operation Agreement ("Agreement") for your review. The Agreement contains terms addressing the necessary access to your property to install and maintain this filter, explains the additional costs that DuPont will be responsible for and for how long, as well as other important things related to the GAC Filter.

Should you elect to accept this offer from DuPont, please sign both of copies of the agreement enclosed with this letter and return them to DuPont in the enclosed, postage-prepaid envelope. DuPont will countersign them and return a copy to you for your records. Upon receipt of a signed Agreement, a DuPont representative will contact you soon to discuss installation of the GAC Filter. Please return the signed agreements to DuPont as soon as possible so that it can begin the installation process. If we do not receive a response from you before February 9, 2006, we will assume you have declined DuPont's offer to install the GAC Filter.

Whether or not you realize this, you are represented by Class Counsel. Harry Deitzler and Ed Hill are two of your lawyers and will answer, at no cost to you, any questions about your legal rights under the Settlement. If you have questions technical questions about the GAC Filter, you may also contact the DuPont representative, John Wolfe, at (610)-324-2908.

Sincerely,



Andrew S. Hartten

Enclosures

cc: R. Edison Hill, Esq.

DOCUMENT 27a

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Name _____

Location of Well _____

Mailing Address _____

Telephone No. _____

Private Well Questionnaire

[Some of the questions below may be fairly technical or difficult to answer. Even partial answers are better than no answers at all, though. Please do the best you can to respond, and if some answers are left blank, we will try to learn the necessary information on a follow-up call or visit.]

1. What are the pipe sizes and materials for your interior plumbing? _____

2. What is the type and horsepower of your well pump? _____

3. How deep is your well? _____

4. What is the well's depth to the water table? _____

5. What is the approximate location of your well? _____

6. Where is the existing pressure tank located? _____

7. What is the existing water pressure in the house (if known from pressure tank setting)?

8. Does your house have a basement? _____

9. Is the basement fully or partially finished? _____

10. Is your home a single- or two-story structure? _____

11. Do you live in this house all year round? _____

12. If you are seasonal residents, is your home heated throughout the winter? _____

13. Does your property have excessive water demands (i.e. horse farm, extensive irrigation for gardens, commercial use, etc)? _____

14. Are there any increased seasonal demands on water use? _____

15. Are you aware of a public/community water distribution system in the vicinity of your home? _____

16. Do you currently have a water softener or other treatment system installed? _____

17. If yes, where is it located and is it easily accessible? _____

18. Is your utility room/basement easily accessible (e.g., interior/exterior door access, stairs)?

19. Do you have additional water pipes branching off of the pipe between your well and your house? _____